

**STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS**

RFP #500129

TITLE: Full Service Marketing and Advertising
USING AGENCY: NC Health and Wellness Trust Fund Commission
ISSUE DATE: January 31, 2005
ISSUING AGENCY: North Carolina Department of Administration
Division of Purchase and Contract

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m. February 22, 2005**, for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
RFP NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1305	RFP NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 116 WEST JONES STREET, ROOM 4062 RALEIGH NC 27603-8002

IMPORTANT NOTE: Indicate firm name Technical Proposal, Cost Proposal and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be acceptable.

Direct all inquiries concerning this RFP to: Mildred C. Christmas
State Procurement Specialist
Division of Purchase and Contract
Administration Building
116 West Jones Street, 4th Floor
Raleigh, NC 27603
919-807-4525
919-807-4509 (FAX)
mildred.christmas@ncmail.net

NOTE: Questions concerning the specifications in this Request for Proposals will be received until February 8, 2005. A summary of all questions and answers will be posted on the Internet as an addendum, located under the RFP # being modified. **It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

<http://www.state.nc.us/pandc/>

Within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is posted on the internet via the State's Interactive Purchasing System.
2. A deadline for written questions is set. (See cover sheet of this RFP for details.)
3. Proposals in one (1) original and eight (8) copies will be received from each Offeror in two (2) separate sealed packages - the Technical Proposal and the Cost Proposal. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. **NOTE:** No technical information shall be contained in the Cost Proposal. No cost information shall be contained in the Technical Proposal. If any cost information is included in the Technical Proposal and/or if any technical information is included in the cost proposal, the Offeror's entire proposal shall be rejected.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the package containing the proposals from each responding Offeror will be publicly opened and the name of each Offeror announced publicly. A notation will also be made whether a separate sealed Cost Proposal has been received. Cost Proposals will be placed in safekeeping until opened at a later date.
6. Technical Proposals will be evaluated first.
7. Upon completion of the technical evaluation, the Cost Proposals of those Offerors whose Technical Proposals have been deemed acceptable will be publicly opened. The total cost offered by each Offeror will be tabulated and become a matter of public record. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an Offeror's pricing position.
8. At their option, the evaluators may request oral presentations or discussion with any or all Offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Offeror. No additional materials may be added to the proposal or left behind at the oral presentation other than those required by this RFP.
9. Proposals will be evaluated according to:
 - a. Completeness, content, and depth of experience with similar social marketing projects in North Carolina.
 - b. A demonstrated grasp of HWTF's goals and objectives and the ability to provide the comprehensive services necessary to meet those objectives.
 - c. A clear capacity to communicate with minority audiences.
 - d. Experience working in a state government environment.
 - e. Cost, with a particular emphasis on efficiency.

Each Offeror shall demonstrate in its proposal that the Offeror, its management and employees are experienced and competent and that it has the background and training to perform the services required by this RFP. Award of a contract to one (1) Offeror does not mean that the other proposals lack merit, but that, all factors considered, the selected proposal was most advantageous to the State.

Work previously performed by the Offeror that is related to the requirements of this RFP, including especially any social marketing campaigns conducted in North Carolina may be considered in the evaluation. The Offeror should present the **best** example that demonstrates a capability to develop, implement and manage a social marketing campaign that addresses specific public health issues. The Offeror should identify any personnel responsible for the past campaign, their role in that campaign, and their proposed role in supporting HWTF. Offerors should submit materials from **one (1) such campaign that has been fully developed and initiated**. The submitted materials should demonstrate the following:

- a. Budget Maximization – The Offeror should provide examples of how they maximized the budget they were working with and how it was accomplished.
 - b. Advertising Effectiveness – The Offeror should document the campaign's effectiveness and describe how the effectiveness was measured.
 - c. Creative Ability – The campaign should demonstrate the Offeror's creative capabilities.
 - d. Samples – The Offeror is strongly encouraged to submit samples of campaign materials. Any such samples shall be at the Offeror's expense by the Offeror's organization. **Any samples provided may remain confidential at the option of the Offeror. Samples should be clearly marked or otherwise indicated as CONFIDENTIAL. Only members of the review panels will have access to this information.**
10. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

1.0 INTRODUCTION

The North Carolina Health and Wellness Trust Fund Commission (HWTFC) is seeking the professional services of a full service marketing and advertising Contractor to work as a collaborative partner in the development, implementation, management and evaluation of a comprehensive **in-state** social marketing program to promote current and future preventive health initiatives funded by HWTFC. Current initiatives are described on the HWTFC Web site, www.hwtfc.org.

1.1 Contract Term

The term of this contract will be from the **date of award through June 30, 2009**. The initial term will be from the date of award through June 30, 2006 with three (3) one-year renewal options. Contractor performance will be reviewed annually by the Contract Administrator prior to the execution of the designated annual renewal options. If the Contractor's performance is deemed unsatisfactory, subsequent renewal options will not be executed.

1.2 Contract Amount

Maximum funding available for execution of this contract will be \$7.4 million annually, the majority of which will be passed through to North Carolina media outlets for placement of advertising connected with the Teen Tobacco Use Prevention and Cessation Initiative. The annual amount of the contract will vary from year to year depending upon the availability of funds for social marketing as authorized by NC Health and Wellness Trust Fund Commissioners and receipts from the Master Settlement Agreement. Additionally, the amount may be adjusted during the contract year depending upon the availability of funds from federal or private sources as well as evolving priorities established by the Commissioners.

1.3 Contract Administrator

HWTFC shall designate one person as the Contract Administrator for this contract after award. This person will be responsible for the following duties:

- A. The Contract Administrator will approve the contract work schedule. Any deliverables generated as a result of this contract will be submitted to the Contract Administrator for approval.
- B. Determination as to whether the Contractor is satisfactorily performing the services specified in the contract shall be at the discretion of the Contract Administrator. In the event performance is unsatisfactory, the Contract Administrator shall be responsible for initiating notifications to the Contractor as outlined in the contract. Any desired change in the contract must be approved first by the Contract Administrator and by the NC Department of Administration, Division of Purchase and Contract, if required under State purchasing policies.

2.0 BACKGROUND

HWTFC was established by the North Carolina General Assembly to develop a comprehensive plan to finance programs and initiatives to improve the health and wellness of the people of North Carolina. The Commissioners have placed a priority on preventive health initiatives including teen tobacco prevention and cessation, youth overweight and obesity prevention and reduction, and medication management and prescription assistance services. Other preventive health initiatives are currently under development, including one addressing disparities in health care delivery based upon economic and racial factors. HWTFC also funds a prescription drug program for low-income seniors called *Senior Care*.

The Centers for Disease Control and Prevention cites effective use of communications media as a key component of preventive health programs; especially those targeting children. In order to maximize the effectiveness of its various initiatives, HWTFC has determined that it requires the services of a full service marketing and advertising Contractor.

All of HWTFC's contracts with commercial vendors are obtained through RFPs issued by the NC Division of Purchase and Contract. **To date, HWTFC has contracted for social marketing services solely in support of the TRU (Tobacco.Reality.Unfiltered.) campaign of the HWTFC Teen Tobacco Use Prevention and Cessation Initiative.** In October 2002, HWTFC entered into a \$1.2 million contract for advertising services specifically limited to the TRU media campaign. The initial contract period was for one (1) year, with two (2) one-year renewal options. HWTFC did not exercise the renewal clause at the end of the first year of the contract and instead issued an RFP for a one (1) year period with a one (1) year renewal option for advertising services specifically limited to the TRU campaign.

An agency was selected in November 2003 and was awarded a contract totaling \$1.5 million over one (1) year. This one (1) year contract was subsequently extended for two (2) months through December 31, 2004 and was increased to \$2.6 million in order to expend additional funds allocated by a vote of the Commission on April 26, 2004. At the semi-annual HWTFC meeting conducted on November 29, 2004, the Commission voted to authorize publication of this RFP for a full range of advertising services. The timing of this decision dictated that HWTFC renew the incumbent vendor's contract on January 1, 2005, in order to complete ongoing projects within the Teen Tobacco Use Prevention and Cessation Initiative. Termination of that contract will occur at the point in time when it is replaced by award of a contract under this RFP.

HWTFC currently has under contract two (2) minority-owned media firms whose activities are limited to the Teen Tobacco Use Prevention and Cessation Initiative, as follows:

- A. Grassroots Contractor: Provides grassroots organizational support to HWTFC grantees with a specific emphasis on acquiring and maximizing access to youth-oriented activities. This Contractor also maintains the *TRU* (Tobacco. Reality. Unfiltered.) Web site and provides fulfillment activities for *TRU* Toolkit items including brochures and collateral promotional items used by the Teen Tobacco Use Prevention and Cessation Initiative grantees. The current contract expires October 31, 2005.
- B. Minority Outreach Contractor: Provides specific advice and services related to targeting the *TRU* marketing and promotion campaign to reach minority populations. The current contract expires June 30, 2005 and is eligible for a one (1) year renewal at that time.

HWTFC will fully execute its contracts with these firms and requires that the selected full service marketing and advertising Contractor integrate them into the comprehensive marketing plan, at least for the duration of their contract periods. The existence and participation of these minority contractors in no way diminishes the requirement for the selected Contractor to demonstrate its own independent capability to communicate with minority and underserved populations. HWTFC preserves its option to engage these or other vendors in order to accomplish specific tasks in conjunction with the full service contract to be awarded under this RFP. Current initiatives and incumbent media firms are described and listed on the HWTFC Web site, www.hwtfc.org.

3.0 SCOPE OF WORK

HWTFC is seeking the professional services of a full service marketing and advertising Contractor to work as a collaborative partner in the development, implementation, management and evaluation of a comprehensive **in-state** social marketing program to support HWTFC by promoting its current and future preventive health initiatives.

Effective social marketing is an integral component of preventive health. As HWTFC expands its programmatic outreach across North Carolina, the need for flexibility and full service social marketing support becomes more acute. The selected Contractor therefore will be expected to rapidly grasp HWTFC's internal work methods as well as its substantive, public interest goals and to consistently provide a high level of quality account service regardless of imposed deadlines.

This Contractor will also be required to work closely with multiple organizations that comprise HWTFC's various initiatives including, but not limited to: HWTFC grantees; technical assistance providers and outcomes evaluators; corporate partners; and health-related non-profit organizations.

Under the direction from HWTFC and in cooperation with expert advisors retained by HWTFC, the selected Contractor shall be expected to complete the Scope of Work described below:

- A. Develop, implement, manage, and evaluate a strategic social marketing plan that achieves the following goals at a minimum:
 - 1. Increase public awareness of HWTFC's initiatives by conducting social marketing campaigns that influence North Carolinians to adopt or maintain healthy life choices. Near-term social marketing campaigns involving paid media are required for both the Teen Tobacco Use Prevention and Cessation Initiative and *Fit Together*, the latter of which is a joint initiative between HWTFC and Blue Cross and Blue Shield of North Carolina that addresses childhood obesity. Longer term, social marketing campaigns involving paid media may be required for other HWTFC initiatives.
 - 2. Enhance HWTFC's ability to reach and communicate with underserved populations including minority groups and economically disadvantaged individuals of all races.
 - 3. Familiarize local and statewide public officials with HWTFC initiatives and help engage them in promoting and providing preventive health for their constituents.
 - 4. Provide direct support to HWTFC grantees in the areas of event promotion, development of counter-marketing messages for local use, and generation of local earned media that will create a public sense of pride in, and ownership of, community-based programs funded by HWTFC.
 - 5. Identify and incorporate partnership and sponsorship opportunities in support of individual grantees and overall initiatives.
 - 6. Incorporate existing collateral materials for use by HWTFC grantees wherever possible; design and produce new collateral materials where necessary. Existing collateral materials relate only to the Teen Tobacco Use Prevention and Cessation Initiative and can be viewed at www.trutoolkit.com.
 - 7. Work closely with all of HWTFC's expert advisors, technical assistance providers and outcomes evaluators, all of whom make important substantive contributions to the design and execution of HWTFC initiatives.
 - 8. Develop an identity for HWTFC that enhances its effectiveness in serving the public's preventive health care needs, positions it as the state's leader in community-based preventive health initiatives as well as a responsible steward of the funding that it receives.

- B. The strategic, social marketing plan must be comprehensive, statewide and contain the following elements at a minimum:
1. Identify target markets that are relevant to each HWTFC initiative including, but not limited to, North Carolina residents, community business leaders, educators, students, elected officials, and preventive health professionals.
 2. Develop specific strategies for marketing and promotion of each HWTFC initiative including measurable objectives for each relevant target market and tactics to achieve these objectives.
 3. Establish timelines to accomplish specific elements of the plan.
 4. Identify earned media opportunities including opportunities associated with paid media placement. Maximizing earned media is a primary goal of HWTFC's marketing strategy.

The plan shall address strategies, objectives, tactics, and measurements for each current and pending initiative to improve the health and wellness of the people of North Carolina. Current and pending initiatives are listed on the HWTFC Web site, www.hwtfc.org. The plan will be reviewed, approved, and updated annually, but may be modified more frequently, as required by HWTFC.

- C. In conjunction with the strategic marketing plan, produce or assist HWTFC in developing print, broadcast, and electronic/digital social marketing materials. All such materials shall prominently display approved logos.
- D. Where appropriate, perform focus group testing of social marketing messages prior to placement.
- E. Upon approval by HWTFC of all materials, place these marketing materials (paid and unpaid) in media approved by HWTFC. A detailed record and report of media placement efforts is required to allow HWTFC to monitor both the quality and quantity of media placements.
- F. Produce video and/or print documentation of HWTFC's preventive health initiatives, including events and programs conducted by selected grantees.
- G. Produce an annual report on funded initiatives as well as a periodic newsletter, and assist with the distribution of both publications to policymakers, opinion leaders and targeted segments of the general public.
- H. Identify potential marketing and advertising partners and tactics in order to expand the reach of HWTFC's social marketing efforts. For example, the *Fit Together* initiative might gain effectiveness through increased retail visibility.
- I. Assist HWTFC in the development and enhancement of technology-based social marketing strategies and programs. This includes maintenance and improvement of existing Web sites, as well as the design and testing of new Web sites in support of HWTFC's initiatives.
- J. Provide both paid and earned media support to grantees that are part of HWTFC's current and future initiatives. A list of current grantees is on the HWTFC Web site, www.hwtfc.org. Such support will include professional guidance on the following:
 1. Development of event promotion materials.
 2. Assistance with the design and placement of local media funds awarded to grantees as part of their grant funding.
 3. Generation of earned media in local news outlets.
- K. Design and produce standardized collateral materials for use by grantees.
- L. Develop a professional working relationship with all current and future HWTFC grantees, service contractors, technical assistance providers, and outcomes evaluators.
- M. Coordinate an annual awards process to honor preventive health leaders in North Carolina, including management of the annual awards ceremony and related public relations and media-related activities.
- N. Provide monthly reports of both programmatic and fiscal activity to document the satisfactory achievement of project objectives. Final reporting requirements and formats will be determined after the contract is awarded.
- O. Make presentations on behalf of HWTFC or appear before the Commission, Commission staff or stakeholders to answer any questions at any time during the term of the contract or after the contract is completed.
- P. Comply with the following directive from the North Carolina Purchasing Manual: every agency of this State publishing a public document, other than one published for the principal purpose of sale to the public, shall include the following statement adjacent to the identification of the agency responsible for the publication.

"(Number of copies) copies of this public document were printed at a cost of \$_____, or \$_____ per copy."

The term "cost" shall include printing costs in the form of labor and materials, and other identifiable design, typesetting, and binding costs.

4.0 PROPOSAL CONTENT

(All proposals must be typed, doubled-spaced and should not exceed thirty (30) pages, not including appendices. Offerors are required to number all pages. Offerors can submit only one (1) proposal.)

The response to this RFP shall contain the following sections in the following order:

Executive Summary
Corporate Background and Experience
Financial Statement
Project Staffing and Organization
Technical Proposal
Cost Proposal
Execution of Proposal

A. Executive Summary

The Executive Summary will consist of the proposal cover letter highlighting the contents of this proposal.

B. Corporate Background and Experience

This section will include background information on the Offeror's organization and should give details of experience with similar projects with a particular emphasis on reaching North Carolina markets. A list of references (including contact persons and telephone numbers) for whom similar work has been performed must be included. Samples of work performed by the Offeror related to a previously implemented campaign may be submitted (refer to Section 4.0 Procurement Process, Item 9).

C. Financial Statement

The Offeror's most recent audited financial statement or similar evidence of financial stability must be provided.

D. Project Staffing and Organization

This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this account. Refer to Item 4 of the North Carolina General Contract Terms and Conditions prior to completing this section. A copy of these terms and conditions is included in this RFP and are therefore incorporated into any resulting contract. At any point after contract award, staffing changes can be made through the mutual consent of the selected Contractor and the Contract Administrator.

The Offeror shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects with a particular emphasis on reaching North Carolina markets and the responsibilities to be assigned to each person as follows:

1. **Contract or Account Manager.** Identify one (1) individual who will manage the contract work. Document overall experience in advertising, demonstrating a minimum of five (5) years of service in this area. Attach a current resume/biography. Provide detail on the Contract or Account Manager's experience, education, affiliations, memberships, awards, and recognitions received for similar services. Define this individual's work ethic and philosophy. Define the percent of the Contract or Account Manager's time that will be devoted exclusively to managing HWTFC's account.
2. **Account Team.** Identify by name, title and role each proposed Account Team member on HWTFC's account. Include relevant experience, including that which may be outside of your firm and/or outside the advertising field. Identify individual experience in social marketing campaigns for preventive and public health programs.
3. Identify other staff member(s) who will work on HWTFC marketing strategies and plans, and how much time would be spent on the HWTFC account.
4. Identify the staff member who will take primary responsibility for, and have final authority over, the HWTFC account. How much time would this individual devote to issues pertinent to HWTFC? List all other client accounts that this individual would have concurrent primary responsibility for, and final authority over.
5. Submit an organizational chart showing the hierarchy of key personnel to be assigned to this account and project(s). Show the relationship between Account Manager, Account Team, and key personnel of the Offeror's organization and all other parties (subcontractors) to the proposal.
6. If you were to receive this account, what personnel changes would you have to make? How many new employees would you have to hire and for what positions?
7. Detail your organization's business and marketing philosophies. Describe your organization's work environment and internal culture, including the method by which your clients' communications needs are understood and integrated into the creative process.
8. Discuss how research reports from HWTFC's subject-matter experts (i.e., technical assistance provider and outcomes evaluator) will be integrated or incorporated into overall marketing strategies.

E. Technical Proposal

Notes:

- No cost information shall be contained in the Technical Proposal. If any cost information is included in the Technical Proposal, the Offeror's entire proposal shall be rejected. The Technical Proposal shall be submitted in a separate, sealed package.
- The *paid media* component of the Technical Proposal should address the following HWTFC initiatives, taking into account the budget allocation assumptions that are provided in Section F below:
 - Teen Tobacco Use Prevention and Cessation (for background information, refer to: www.tobaccorealityunfiltered.com)
 - *Fit Together* (for background information, refer to: www.fittogethernc.org)
- The *earned media* component of the Technical Proposal should address all of HWTFC's initiatives (for background information, refer to: www.hwtfc.org).

This section shall include, in narrative, outline, and/or graph form, the strategic plan proposed to accomplish the Scope of Work in Section 3.0.

F. Cost Proposal

NOTE: No technical information shall be contained in the Cost Proposal. If any technical information is included in the Cost Proposal, the Offeror's entire proposal shall be rejected. The Cost Proposal shall be submitted in a separate, sealed package in the format provided and must contain:

Net Media and Placement Costs
Personnel Costs
Collateral Material Production Costs
Travel Expenses
Operational Expenses
Miscellaneous Expenses

TOTAL COST A total not-to-exceed cost, representing the maximum amount for all work and services to be delivered under this RFP, must be clearly indicated under this heading.

- Cost Proposals should be based upon an annual budget of \$7.4 million, and should be developed using the following budget allocation assumptions:
 - 80% for the Teen Tobacco Use Prevention and Cessation Initiative (paid and earned media).
 - 15% for the *Fit Together* Initiative (paid and earned media).
 - 5% for the remaining initiatives (earned media).

All Cost Proposals shall be signed in ink, as follows:

- As an individual – Sign with full name and business address.
- As a partnership – Partners shall sign with full names and business address.
- As a corporation – An officer of the corporation shall sign with full name and title and shall include the name and address of the corporation.

No additions, conditions, amendments or wording changes to the Cost Proposal Form are permitted, with the following exceptions:

- Attachments explaining the Offeror's rationale for Items 3-6 are permitted.
- Additional lines under Personnel may be inserted in order to include all staff assigned to the project.

1. Net Media and Placement Costs

- a. The Offeror is to identify the net paid media cost necessary to implement the proposed Technical Proposal.
- b. The Offeror is to identify the cost of placing paid media, which must be expressed as a flat percentage of the above net *paid media* cost, and which should account for the following functions:
 - i. Developing media plans.
 - ii. Market price and ratings research.
 - iii. Evaluating media vehicles.
 - iv. Price negotiations including bonus spots and/or public service placements.
 - v. Scheduling buys.
 - vi. Client notifications.
 - vii. Securing proof of advertising.
 - viii. Scheduling make-goods.
 - ix. Negotiating and managing value-added partnerships.

2. Personnel Costs
The Offeror is to submit hourly rates for services by function; distinguish between in-house and subcontracted personnel; and calculate the total costs required to execute the proposed program. Functions to be performed should include, but not be limited to, the following categories:
 - a. Production of paid media including creative.
 - b. Account management.
 - c. Media relations including generation of earned media.
 - d. Event management.
 - e. Web site programming, graphic design and maintenance (exclude hosting services, which will be provided by the State).
 - f. Research including focus group testing of ads.
3. Collateral Material Production Costs
The Offeror is to identify all costs related to production of collateral materials described in Section 3.0 Scope of Work (Item A.6.). Existing collateral materials can be viewed at www.trutoolkit.com.
4. Travel Expenses
The Offeror is to submit its expense reimbursement policy for travel incurred on behalf of and at the direction of HWTFC. A travel expense is defined as other than that required for normal account service. Identify all reimbursable travel expenses and detail how the expenses will be verified.
5. Operational Expenses
The Offeror is to identify all operational expenses that will be incurred in the performance of this contract, such as packaging, postage, express photocopying, telephone, shipping, and delivery. Identify and submit rates for operation-related expenses. Detail how the expenses will be verified.
6. Miscellaneous Expenses
The Offeror is to identify all miscellaneous expenses that will be incurred in performance of this contract, not previously covered in Items 1-5, listed above. Submit rates for each miscellaneous expense identified. Any costs associated with the HWTFC account outside the scope of this price proposal should also be listed. Detail how the expenses will be verified.

5.0 EXECUTION OF PROPOSAL

By submitting this proposal, the potential Contractor certifies the following:

___ This proposal is signed by an authorized representative of the firm.

___ The Offeror can obtain insurance certificates as required within ten (10) calendar days after notice of award.

___ The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposal cost.

___ All labor costs, direct and indirect, have been determined and included in the proposed cost.

___ The Offeror has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

___ The Offeror is registered in NC E-Procurement@Your Service or agrees to register within two (2) days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of opening, to furnish the subject services.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

Will any of the work under this contract be performed outside the United States? Yes No
(If yes, describe in Technical Proposal)

BY: _____

SIGNATURE

TITLE

DATE

PRINTED NAME

**ACCEPTANCE OF PROPOSAL AS APPROVED BY NC DIVISION OF PURCHASE AND CONTRACT
NORTH CAROLINA HEALTH AND WELLNESS TRUST FUND COMMISSION**

BY: _____

SIGNATURE

TITLE

DATE

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL
UNSIGNED PROPOSALS WILL NOT BE CONSIDERED**

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the 90 day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
 10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
 11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
 12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
 13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.state.nc.us/pandc/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.)
16. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.state.nc.us/pandc/>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.state.nc.us/pandc/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the State.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Agency may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Agency may terminate this agreement at any time by 30 days notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.

13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
- Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).
- In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

17. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
20. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
21. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.

22. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

9/14/2004



DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE AND CONTRACT
IMPORTANT RFP ADDENDUM

February 9, 2005

FAILURE TO RETURN THIS RFP ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS WILL SUBJECT YOUR PROPOSAL TO REJECTION ON THE AFFECTED ITEM(S):

RFP Number: 500129

ADDENDUM Number: 01

PURCHASER: Mildred Christmas

COMMODITY: Full Service Marketing and Advertising

USING AGENCY: NC Health and Wellness Trust Fund Commission

OPENING DATE/TIME: February 22, 2005 @ 2:00

INSTRUCTIONS:

1. Please make the following change(s) in the RFP referenced above:

Additions and/or revisions to the RFP are listed on the next page. Also included are the questions received in response to the RFP.

2. Check ONLY one of the following categories and return one properly executed copy of this addendum along with your proposal at the opening time and date.

Empty checkbox

Proposal has already been mailed. Changes resulting from this addendum are as follows:

Empty checkbox

Proposal has already been mailed. NO CHANGES resulted from this addendum.

Empty checkbox

Proposal has NOT been mailed and ANY CHANGES resulting from this addendum are included in our proposal.

Execute Addendum:

OFFEROR: _____

ADDRESS (CITY & STATE): _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME and TITLE (Typed): _____

DELIVERED BY US POSTAL SERVICE
RFP NO. _____
NC DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE & CONTRACT
1305 MAIL SERVICE CENTER
RALEIGH, NC 27699-1305

DELIVERED BY ANY OTHER MEANS
RFP NO. _____
NC DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE & CONTRACT
116 WEST JONES STREET
RALEIGH, NC 27603-8002



RFP ADDITIONS / REVISIONS:

1. RFP ADDITION:

Section 4.0 (Proposal Content), Subsection B (Corporate Background and Experience)

In addition to the information previously requested, Offerors must disclose the existence and nature of any current or past relationship with, or work on behalf of, any company involved in the production, distribution or marketing of tobacco products.

2. RFP REVISION:

Section 4.0 (Proposal Content), Subsection F (Cost Proposal), Item 2 (Personnel Costs)

Offerors should include in this section any subcontracted *services* that are related to the personnel categories listed (e.g., subcontracted services for production of paid media and / or research). Offerors should also include in this section costs for personnel categories *other* than those currently listed.

3. RFP REVISION:

Page 2 (Procurement Process), Subsection D (Samples)

The RFP is revised to permit Offeror's to submit a maximum of two examples, as long as one example is North Carolina specific.

RESPONSES TO QUESTIONS AN ANSWERS:

1. QUESTION: Why is HWTFC issuing an RFP rather than renewing the incumbent vendor's contract?

ANSWER: As explained in Section 2.0 (Background) of the RFP, HWTFC recently decided to expand its social marketing activities beyond the *TRU* (Tobacco.Reality.Unfiltered.) campaign, and simultaneously increased its budget for these activities from \$2.6 million to \$7.4 million annually. State procurement regulations require renewed competition under such circumstances. The RFP also explains that the incumbent vendor's contract was renewed on January 1, 2005, "*in order to complete ongoing projects within the Teen Tobacco Use Prevention and Cessation Initiative.*"

2. QUESTION: Please disclose the current agency used for the campaign and any other relationships they have had during the last 10 years with the state of North Carolina.

ANSWER: The current agency is listed on the Web site, www.hwtfc.org referenced in the RFP.

- Go www.hwtfc.org
- Click on Funding Priorities at the top of the screen
- Select Teen Tobacco Use Prevention and Cessation Initiative
- Click on the Media Vendors link at the bottom of the page

3. QUESTION: Is this firm eligible to bid for a renewal of its contract?

ANSWER: This firm is eligible to submit a proposal for this RFP.

4. QUESTION: Is the incumbent agency eligible to participate in this RFP?

ANSWER: Yes. See #2 above.



5. **QUESTION:** On a 1-10 scale, with one being "it's been poor" and 10 being "it's been outstanding", how satisfied have you been with the quality of the creative produced by the incumbent?

ANSWER: The 2004 version of the *TRU* (Tobacco.Reality.Unfiltered.) campaign currently is undergoing formal evaluation by the UNC School of Medicine, Department of Family Medicine, which serves as HWTFc's outcomes evaluator. The UNC School of Medicine, Department of Family Medicine plans to release the results of focus group testing on Monday, February 14. Offerors can access UNC's report as follows:

- Go to www.hwtfc.org
- Click on Funding Priorities at the top of the screen
- Select Teen Tobacco Use Prevention and Cessation Initiative
- Click on the Outcomes Evaluation link at the bottom of the page
- Either click on the report listed on the Outcomes Evaluation page OR click on the URL for the UNC School of Medicine, Department of Family Medicine for this and additional information.

Survey research has also been conducted, but results will not be available during the term of this competition.

6. **QUESTION:** On a 1-10 scale, with one being "not at all" and 10 being "absolutely thrilled", how satisfied have you been with the account service provided by the incumbent?

ANSWER: Such a numerical rating is not available. The RFP describes HWTFc's history with the incumbent vendor in Section 2.0 (Background).

7. **QUESTION:** What was the structure of the working relationship between the minority vendors and the incumbent?

ANSWER: HWTFc staff coordinates assignments and activities of its various vendors, who are expected to work cooperatively when assignments warrant.

8. **QUESTION:** Does HWTFc intend to renew contracts with the current minority vendors upon their June '05 and Oct '05 expiration dates or do you intend to bid them out?

ANSWER: Section 2.0 of the RFP (Background) describes the minority vendor contracts, including their renewal eligibility, and further states that, "*HWTFc will fully execute its contracts with these firms and requires that the selected full service marketing and advertising Contractor integrate them into the comprehensive marketing plan, at least for the duration of their contract periods.*" In other words, Offerors should expect that HWTFc will renew the contracts for the current minority vendors.

9. **QUESTION:** Does HWTFc have plans to engage other vendors in order to accomplish specific tasks in conjunction with this contract?

ANSWER: No such plans currently exist.

10. **QUESTION:** If so, who are they and what are their roles?

ANSWER: Section 2.0 (Background) of the RFP states that, "*HWTFc preserves its option to engage these or other vendors in order to accomplish specific tasks in conjunction with the full service contract to be awarded under this RFP.*" In other words, if the selected full service vendor is unable to fulfill certain requirements in support of HWTFc's evolving set of initiatives, HWTFc will have the latitude to engage vendors who possess those specialized capabilities, and to expect cooperation from the selected full service vendor.

11. **QUESTION:** Would you look at breaking this opportunity up into different portions or could we partner with another agency with Public Relations strengths?

ANSWER: Offers from partnering agencies are acceptable. Section 4.0 (Proposal Content), Subsection D (Project Staffing and Organization), Item 5 of the RFP states the following, "*Submit an organizational chart showing the hierarchy of key personnel to be assigned to this account and project(s). Show the relationship between Account Manager, Account Team, and key personnel of the Offeror's organization and all other parties (subcontractors) to the proposal.*"

12. **QUESTION:** Can a firm engage a subcontractor to perform a piece(s) of the project deliverables?

ANSWER: See #9 above.



13. **QUESTION:** What do you consider most successful about the existing NC Health and Wellness initiatives?

ANSWER: Creation of new preventive health capacity for the benefit of underserved populations.

14. **QUESTION:** What activities are not as successful as you want them to be?

ANSWER: Inadequate public recognition of HWTFC's work and the value of its programs to underserved and vulnerable populations in North Carolina.

15. **QUESTION:** How would you define your top marketing challenges in the coming year?

ANSWER: Marketing tobacco cessation services to youth. For background, see publication from the Centers for Disease Control and Prevention at:
www.ctcri.ca/files/YTC.pdf#search='Youth%20Tobacco%20Cessation:%20A%20Guide%20for%20Making%20Informed%20Decisions'

16. **QUESTION:** In working with a marketing firm, what is most important to you (i.e., knowledge, culture, commitment, cost, other)?

ANSWER: Evaluation criteria are listed on page 2 of the RFP, Procurement Process, Subsection 9.

17. **QUESTION:** What is the scoring system for both the technical and the cost proposal?

ANSWER: See #13 above.

18. **QUESTION:** In response to section 4.0 item B -- will inclusion of "similar work" performed by the Offeror outside the State of North Carolina negatively impact the potential for that Offeror being awarded the contract?

ANSWER: No.

19. **QUESTION:** Does the agency have to be an in-state agency and/or do you take points off scoring for out-of-state firms?

ANSWER: No. See #15 above.

20. **QUESTION:** Where did the current TRU campaign run (i.e.) TV, radio, print etc.? Can we have a percentage breakdown?

ANSWER: The 2004 TRU campaign primarily ran on television. Due to budget constraints, radio was used in areas of the state where efficient purchases of television broadcast time were not possible.

21. **QUESTION:** The current campaign includes evaluation by an evaluation contractor. What results have been generated by the first two years effort on the T.R.U. campaign? Have these been compared against results generated by similar campaigns in other states?

ANSWER: The outcomes evaluator's reports are accessible through the HWTFC Web site, as follows:

- Go to www.hwtfc.org
- Click on Funding Priorities at the top of the screen
- Select Teen Tobacco Use Prevention and Cessation Initiative
- Click on the Outcomes Evaluation link at the bottom of the page
- Either click on the reports listed on the Outcomes Evaluation page OR click on the URL for the UNC School of Medicine, Department of Family Medicine for additional and updated information.

22. **QUESTION:** The website said the 2003 radio campaign was ineffective. As radio is a primary target for reaching teens, this was a bit of a surprise. We wonder if there was a similar experience in 2004, or were more funds and efforts put toward TV as recommended in the report evaluating 2003's effort?

ANSWER: Section 2.0 (Background) of the RFP explains that funding for the TRU contractor was increased from \$1.2 million to \$1.5 million, and subsequently to \$2.6 million. These increases permitted the campaign to shift from radio to television. Section 1.2 (Contract Amount) of the RFP explains that, "Maximum funding available for execution of this contract will be \$7.4 million annually, the majority of which will be passed through to North Carolina media outlets for placement of advertising connected with the Teen Tobacco Use Prevention and Cessation Initiative."



23. QUESTION: Please provide a copy of the media plan from 2003 and 2004 (or tell us how to obtain a copy) so we can evaluate it.

ANSWER: Evaluation of the 2004 campaign is currently being conducted by HWTFC's outcomes evaluator, the UNC School of Medicine, Department of Family Medicine, and they plan to release results of focus group testing on Monday, February 14. The 2004 campaign was based upon recommendations presented in a study conducted by the outcomes evaluator. Both reports can be accessed through the HWTFC Web site, as follows:

- Go to www.hwtfc.org
- Click on Funding Priorities at the top of the screen
- Select Teen Tobacco Use Prevention and Cessation Initiative
- Click on the Outcomes Evaluation link at the bottom of the page
- Either click on the reports listed on the Outcomes Evaluation page OR click on the URL for the UNC School of Medicine, Department of Family Medicine for additional and updated information.

24.QUESTION: What research has been done on program targets in the past? Is there any research specifically on program targets that we can access to assist in the development of our technical proposal?

ANSWER: See #18 above.

25.QUESTION: To date, what tools have been utilized to measure the efficacy of existing programs/marketing efforts? Can we have access to the results of these measurement efforts?

ANSWER: See #18 above.

26.QUESTION: Is there any research regarding North Carolina HWTFC's initiatives that we may review?

ANSWER: See #18 above.

27.QUESTION: Please provide a copy of the campaign's formative and evaluation research from 2003 and 2004 or tell us where to find it online or otherwise obtain a copy.

ANSWER: See #19 above.

28.QUESTION: How has the effectiveness of your previous campaigns been measured? Can you share reports with us on the effectiveness of these efforts?

ANSWER: See #19 above.

29.QUESTION: Are there any past paid media plans that are available for review regarding any of the initiatives?

ANSWER: See #19 above.

30.QUESTION: What does CDC do to help with media plans and/or materials?

ANSWER: HWTFC designed its Teen Tobacco Use Prevention and Cessation Initiative based upon CDC's best practices, which includes significant guidance on social marketing. However, HWTFC's principal counsel on media messages is provided by its outcomes evaluator, the UNC School of Medicine, Department of Family Medicine. See #19 above.

31.QUESTION: Referring to page 2 in the RFP, would you rather see: A) An example of a successful tobacco/obesity social marketing campaign completed in another state; B) A social marketing example in North Carolina that may not be tobacco/obesity related; C) Both.

ANSWER: Both. The RFP is revised to permit Offeror's to submit a maximum of two examples, as long as one example is North Carolina specific. See RFP Revision # 3 above.



32.QUESTION: One of the objectives in your RFP is to familiarize local and statewide officials with HWTFC initiatives and to enlist the support of this audience in promoting programs to their constituents. Has the HWTFC had any previous experience in building coalitions with this group? Please give an example of a successful program that mobilized this group.

ANSWER: Individual grantees have briefed their elected officials on programs and services. HWTFC staff has provided organizational support.

33 QUESTION: Do your programs target specific segments of the population by race, ethnicity & economics? If so, what are those segments?

ANSWER: The HWTFC Web site describes each program's objectives. For example, *Senior Care* provides prescription drugs to lower-income elderly; the Teen Tobacco Use Prevention and Cessation Initiative has grants targeted for priority (minority) populations; the health disparities initiative will address disparities in healthcare delivery and outcomes that are related to racial and economic factors.

34.QUESTION: Could you please clarify for which HWTFC initiatives you would like to see a strategic social marketing plan outlined in the response to this proposal?

ANSWER: Section 4.0 (Proposal Content), Subsection E (Technical Proposal) of the RFP states that, "*The paid media component of the Technical Proposal should address the following HWTFC initiatives, taking into account the budget allocation assumptions that are provided in Section F below:*

- *Teen Tobacco Use Prevention and Cessation (for background information, refer to: www.tobaccorealityunfiltered.com)*
- *Fit Together (for background information, refer to: www.FitTogetherNC.org).*

The earned media component of the Technical Proposal should address all of HWTFC's initiatives (for background information, refer to: www.hwtfc.org)."

In other words, Offerors should submit strategic marketing plans for the paid media components of both the Teen Tobacco Use Prevention and Cessation Initiative and the Fit Together Initiative as well as earned media plans for all HWTFC initiatives.

35.QUESTION: We typically define "earned media" as articles and other news coverage generated through public relations activity. We've recently seen others define "earned media" as free spots generated as add-ons to a paid advertising campaign, which we would call "value-added" or "bonus spots". What do you mean when you discuss "earned media" in the RFP?

ANSWER: Earned media refers to articles and other news coverage generated through public relations activity.

36.QUESTION: Who is on the selection committee? Please list by individuals name and the organization they represent.

ANSWER: The selection committee has not been determined, but will be comprised of HWTFC staff, members of the HWTF Commission, and representatives from HWTFC's various technical advisory organizations.

37.QUESTION: May we know the members of the bid evaluating committee and/or their general job descriptions?

ANSWER: See #32 above.

38.QUESTION: Is there currently an annual awards process? If so, please describe it in enough detail to allow us to get a sense of the scope of it.

ANSWER: There is no current awards process.

39.QUESTION: The RFP calls on the agency to administer and operate an awards program. Is this an existing program or will this be a new effort?

ANSWER: See #34 above.



40.QUESTION: Are there any restrictions on hiring an agency that has previously worked with tobacco companies, but does not have any current tobacco clients?

ANSWER: No. See RFP Addition #1 above.

41.QUESTION: In the cost proposal, you ask for "collateral materials production costs." You reference section A6 of the scope of work, but this refers first to providing copies of existing materials and then reference creating others as needed. Should this cost item include the third party costs (i.e., talent, producer, director, editing) related to production of TV/radio costs in addition to the costs associated with producing brochures, etc?

ANSWER: The current *TRU* brochure is displayed on the collateral materials Web site that is referenced in the RFP - www.trutoolkit.com. Costs for brochures should be included in this category. By contrast, third-party costs related to production of television / radio should not be included in the collateral materials category.

42.QUESTION: If not, should such costs be listed?

ANSWER: Yes. The RFP has been revised to specify that such subcontracted services should be included along with related personnel functions in Section 4.0 (Proposal Content), Subsection F (Cost Proposal), Item 2 (Personnel Costs). See RFP Revision #2 above.

43.QUESTION: Is the similar cost related to the video production you request to be included here as well?

ANSWER: No

44.QUESTION: If not, where should it be included?

ANSWER: Costs associated with production of documentation videos should be listed under Section 4.0 (Proposal Content), Subsection F (Cost Proposal), Item 2 (Personnel Costs), and reflected as either a personnel cost or a subcontracted service cost. See RFP Revision #2 above.

45.QUESTION: In the cost proposal, under personnel costs, you include research. We believe this should include the hourly rates for staff (direct or subcontracted) to develop and manage the research component. Is this correct?

ANSWER: Yes. See RFP Revision #2 above.

46.QUESTION: Focus group costs, for example, are usually a flat fee developed by the third-party research firm to include such costs as moderation, recruitment, room usage, audio or video taping, etc. Should we include these third party fees under miscellaneous?

ANSWER: No. See RFP Revision #2 above.

47.QUESTION: Is there a budget allocation or percentage estimate on paid media and earned media for the Teen Tobacco Use Prevention and Cessation Initiative and the Fit Together initiative?

ANSWER: No.

48.QUESTION: In development of the cost proposal, should we only develop a budget for the initial year of the program (based upon a potential budget of 7.4 million), or do we need to include a scaled cost proposal that takes into consideration potential renewal option years one & two?

ANSWER: Offerors should assume that the cost proposal submitted will be applicable for the entire term of the contract.

49.QUESTION: Does the budget of \$7.4 million need to cover fees for current Grassroots and Minority Outreach contractors and their efforts through the balance of their contracts? If so, how much of the dollars are allocated for these contractors?

ANSWER: No. The budget of \$7.4 million does not need to cover fees for current Grassroots and Minority Outreach contractors for their efforts through the balance of their contracts.



50.QUESTION: The RFP requires that the technical and cost proposal be submitted separately. Where should information for the following sections be included: A) Executive Summary, B) Corporate Background and Experience, C) Financial Statement, D) Project Staffing and Organization? Is it permissible to include this information in the technical section?

ANSWER: The listed information is to be included in the technical proposal section.

51.QUESTION: The RFP states that proposals should not exceed 30 pages. Does this apply to both the technical and cost proposals, i.e. can each section include up to 30 pages?

ANSWER: The Technical and Cost Proposals are limited to a combined total of 30 pages.

52.QUESTION: Does the stated 30 page proposal length limit include both the technical and the cost proposal (e.g., the total number of combined pages is 30), or rather that both the technical and the cost proposal can entail a total of 60 pages?

ANSWER: See #43 above.

53.QUESTION: Do the two original proposals (technical and cost) have to be printed front and back, or does this only apply to the eight copies?

ANSWER: The originals do not have to be printed front and back. The copies must be printed front and back.

54.QUESTION: Can originals and/or copies be printed in color?

ANSWER: Color is permissible.

55.QUESTION: Is there a page limit for the appendix and do those pages have to be printed front and back, and/or on recyclable paper?

ANSWER: There is no limit to the appendix. The pages in the appendix do not have to be printed front and back or on recyclable paper.

56.QUESTION: Can these pages be printed in color?

ANSWER: Yes. See #45 above.

57.QUESTION: Is there a preferred format (i.e., horizontal vs. landscape)?

ANSWER: No.

58.QUESTION: Is there font size minimum or maximum?

ANSWER: No.

59.QUESTION: Do bulleted lists, tables and charts also have to be double-spaced?

ANSWER: The requirement to double space applies only to narrative text.

60.QUESTION: Will there be a pre-bid conference or meeting prior to opening the RFPs?

ANSWER: No.

61.QUESTION: Will attendance at this meeting be mandatory?

ANSWER: Not applicable.

62.QUESTION: Would you forward me a copy of the offerors for this RFP?

ANSWER: A list of offerors will be posted on the internet under the RFP after the deadline for submission of proposals.



63.QUESTION: Is there a list of preferred, public relations firms / advertising agencies that do business with the State of Arkansas? Is there a list of bidders for this RFP?

ANSWER: You should ask the State of Arkansas.

64.QUESTION: If yes, can you point me to where I can find these lists?

ANSWER: We suggest the following URL: www.arkansas.gov/dfa/procurement/pro_index.html.





DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE AND CONTRACT
IMPORTANT RFP ADDENDUM

February 10, 2005

FAILURE TO RETURN THIS RFP ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS MAY SUBJECT YOUR PROPOSAL TO REJECTION ON THE AFFECTED ITEM(S):

RFP Number: 500129

ADDENDUM Number: 02

PURCHASER: Mildred Christmas

COMMODITY: Full Service Marketing and Advertising

USING AGENCY: NC Health and Wellness Trust Fund Commission

OPENING DATE/TIME: February 22, 2005 @ 2:00

INSTRUCTIONS:

1. Please make the following change(s) in the RFP referenced above:

Corrections to Addendum 1 are listed on the next page. All highlights should be removed.

2. Check ONLY one of the following categories and return one properly executed copy of this addendum along with your proposal at the opening time and date.

Empty checkbox

Proposal has already been mailed. Changes resulting from this addendum are as follows:

Empty checkbox

Proposal has already been mailed. NO CHANGES resulted from this addendum.

Empty checkbox

Proposal has NOT been mailed and ANY CHANGES resulting from this addendum are included in our proposal.

Execute Addendum:

OFFEROR: _____

ADDRESS (CITY & STATE): _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME and TITLE (Typed): _____

DELIVERED BY US POSTAL SERVICE
RFP NO. _____
NC DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE & CONTRACT
1305 MAIL SERVICE CENTER
RALEIGH, NC 27699-1305

DELIVERED BY ANY OTHER MEANS
RFP NO. _____
NC DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE & CONTRACT
116 WEST JONES STREET
RALEIGH, NC 27603-8002



- ANSWER 4. Should read **Yes. See #3 above.**
- ANSWER 12. Should read **See #11 above.**
- ANSWER 17. Should read **See #16 above.**
- ANSWER 19. Should read **See #18 above.**
- ANSWER 24. Should read **See #22 above.**
- ANSWER 25. Should read **See #22 above.**
- ANSWER 26. Should read **See #22 above.**
- ANSWER 27. Should read **See #23 above.**
- ANSWER 28. Should read **See #23 above.**
- ANSWER 29. Should read **See #23 above.**
- ANSWER 30. Should read **See #23 above.**
- ANSWER 37. Should read **See #36 above.**
- ANSWER 39. Should read **See #38 above.**
- ANSWER 52. Should read **See #51 above.**
- ANSWER 56. Should read **See #54 above.**

